

**AWARD DATA**  
Orders May Be Placed Through July 11, 2005

Precommercial Thinning, Indefinite-Delivery, Indefinite-Quantity

Ordering Agencies:

BLM OR/WA , Bureau of Indian Affairs, Fish and Wildlife Service,  
National Park Service and USDA, Forest Service

BLM Contract No.:

HAC025Q00

Contractor:

Summitt Forests, Inc., PB #218 1257 Siskiyou Blvd., Ashland, OR 97520

BLM contact:

Myrna Junging, Contracting Officer (503) 808-6225, FAX 503-808-6312

Contractor contact:

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For contractor's technical approach, Section J - Wage Determination and Illustrations,  
contact:

Lorrie Gleghorn at 503-808-6230

All modifications have been incorporated into text.

## SECTION B - SCHEDULE OF ITEMS

This is a three-year indefinite-delivery, indefinite-quantity contract for the services specified. The quantities listed are the estimated number of acres anticipated to be ordered by the Bureau of Land Management (BLM) throughout the contract. In accordance with Department of the Interior and Related Agencies Appropriation Act, 2001, Public Law 106-21, Contracting Officers from Bureau of Land Management, Bureau of Indian Affairs, Fish and Wildlife Service, National Park Service and USDA, Forest Service are hereby authorized to issue task orders against this contract. Offerors shall enter a unit price for each subitem of treatment listed below, then multiply the unit price by the estimated quantity to obtain the total amount. These prices will be used to determine the price for each task order. See Section F, Clause F.2.0.

<u>Sub-item</u>	<u>Treatment Description</u>	<u>Est. Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Amount</u>
A	Precommercial thinning (14'x14' spacing) and hardwood spacing with maintenance brushing	450	AC	\$ <u>164.00</u>	\$ <u>73,800.00</u>
B	Precommercial thinning and hardwood spacing with variable spacing for the conifers based on DBH with maintenance brushing	300	AC	\$ <u>269.00</u>	\$ <u>80,700.00</u>
C	Precommercial thinning (16'x16' spacing) and hardwood spacing	250	AC	\$ <u>317.00</u>	\$ <u>79,250.00</u>
D	Precommercial thinning (16'x16' spacing) and hardwood spacing with maintenance brushing	700	AC	\$ <u>154.00</u>	\$ <u>107,800.00</u>
E	Precommercial thinning (18'x18' spacing) and hardwood spacing	400	AC	\$ <u>300.00</u>	\$ <u>120,000.00</u>
F	Precommercial thinning by crown spacing and hardwood spacing	300	AC	\$ <u>270.00</u>	\$ <u>81,000.00</u>
G	Precommercial thinning (18'x18' spacing) and hardwood spacing with maintenance brushing	100	AC	\$ <u>300.00</u>	\$ <u>30,000.00</u>
TOTAL AMOUNT - SUBITEMS A THRU G (All or None)					\$ <u>572,550.00</u>

AC = Acre   Est. = Estimated   Qty = Quantity

## SECTION B - SCHEDULE OF ITEMS (continued)

PERFORMANCE TIME: One (1) calendar day for each \$1,500 value of the task order.

ESTIMATED START WORK DATE: July 1, 2002

ANNUAL ECONOMIC PRICE ADJUSTMENT: Offerors wishing to propose revised prices in successive years shall state in the spaces below the economic price adjustment percentages to be used by the Government to compute future year prices, to be effective for the second and third years after contract award. For instance, a 3% economic price adjustment factor is shown as 3% (rather than 103% or 1.03). Note that the economic price adjustment percentage can be either negative or positive. The factors stated will be compounded annually. If no percentage is entered, future year prices will be the same as base year prices. Offeror's economic price adjustment percentage(s):

2nd Year \_\_\_\_\_

3rd Year \_\_\_\_\_

MINIMUM GUARANTEE: The minimum guarantee under this contract is \$30,000.

EVALUATION FOR AWARD: For evaluation purposes only, award will be based on the total of all listed subitems for the base year plus the economic price adjustment percentages for the additional years. Award will be made on an all-or-none basis. Award will not be made for less than a total of all quantities as set forth in the Schedule of Items.

After award, task orders may be placed by the Government. All task orders will be placed no later than three years after contract award. The date of the order placed by the Government will determine the prices for each year as specified above. The total value of all task orders will not exceed \$1,000,000.

The Sample Task Order (See Section J) is a sample order and given for illustration only.

THIS PROCUREMENT IS SET ASIDE FOR SMALL BUSINESS CONCERNS.

BID AND PERFORMANCE BONDS ARE REQUIRED FOR THIS SOLICITATION (SEE SECTION I - CLAUSE 52.228-1 BID GUARANTEE, AND SECTION H - CLAUSE H.10.0 PERFORMANCE SECURITY). THE BID GUARANTEE SHALL BE IN AN AMOUNT NOT LESS THAN 20 PERCENT OF THE MINIMUM GUARANTEE (\$30,000).

SECTION B - SCHEDULE OF ITEMS (continued)

REFER TO SECTION I, CLAUSES:

- 52.216-18 ORDERING
- 52.216-19 TASK ORDER LIMITATIONS
- 52.216-22 INDEFINITE QUANTITY
- 1452.228-70 LIABILITY INSURANCE (NOTE: Liability Insurance is required)

## SECTION C - SPECIFICATIONS APPLICABLE TO INDEFINITE DELIVERY / INDEFINITE QUANTITY PRECOMMERCIAL THINNING CONTRACT

### C.1.0 GENERAL

- C.1.1 Description - This project provides an integrated approach to young stand management by furnishing the means to accomplish precommercial thinning on a variety of reforestation units. The Indefinite Quantities feature of the contract provides the ability to order treatments according to the Schedule of Items for additional reforestation units at a predetermined price. Additional acres may be added up to the maximum as specified on the Schedule of Items, with the Contractor being issued task orders to furnish the required services.
- C.1.2 Scope - The work consists of providing increased moisture, sunlight and nutrient availability to enhance survival and/or growth of selected conifers and hardwoods by cutting or girdling surplus trees and shrubs on all or portions of the selected reforestation units. The work also includes the establishment of reserve areas for selected treatment units. (See Section C.2.0 for the definition of reserve areas and Section C.5.6 for the specifications relating to reserve areas). Treatment units requiring the establishment of reserve areas shall be identified on each task order.
- C.1.3 Applicable Directives for Project - The proposed project work shall be done in accordance with the Medford District Record of Decision and Resource Management Plan (RMP), June 1995. This Resource Management Plan incorporates the earlier Record of Decision (ROD) for Amendments to Forest Service and Bureau of Land Management Planning Documents Within the Range of the Northern Spotted Owl and the Standards and Guidelines for Late-Successional and Old-Growth Forest Related Species Within the Range of the Northern Spotted Owl. The specifications are written in compliance with these directives.
- C.1.4 Some of the units may contain wire wickets from previous tubing and shading treatments. The presence of these wickets may result in above normal dulling of the chains on the saws and a slower work rate to satisfactorily complete the units.
- C.1.5 Location of Project Areas - The work will be performed primarily in southern Oregon within a radius of two hours travel time from the city limits of Medford. The specific location of sample projects are shown on the maps located in Section J.
- C.1.6 Boundaries of Project Units - Unit boundaries are marked with ribbon, delineated by timber types, ridges, or drainages, or bounded by roads.

## C.1.7 Access to Project Units

- C.1.7.1 Access to individual units will be over BLM logging roads with a variety of surfaces, i.e., gravel, paved, or natural. A four-wheel drive vehicle may be required on unsurfaced roads during periods of wet weather.
- C.1.7.2 Some units may be behind locked gates. Access to areas behind locked gates will not be permitted before contract award; however, a Pre-bid Conference and Site Tour (See Section L, Provision L.1.0) of representative units located behind locked gates will be conducted by the Government. Access to areas behind locked gates shall be for the purpose of conducting work under this contract only. Locked gates shall remain locked at all times other than when the Contractor is passing through them. Units behind immovable barricades may require a walk-in of up to one-half mile to perform project work.
- C.1.7.3 A key for access to locked gates will be supplied to the Contractor after the contract is awarded. The key shall be returned to the Contracting Officer's Representative (COR) in a usable condition before final payment is made. The Contractor shall be charged \$30.00 for each key lost or returned in an unusable condition.
- C.1.7.4 When two or more locks are present on a gate, the Contractor shall secure the lock so that access is not restricted nor prevents the unlocking of other locks on the gate. If this procedure is not followed by the Contractor's crews and residents located behind BLM gates are locked out, the Contractor will be charged for Government administrative costs required to correct the misplaced locks on the gate.

## C.1.9 Unique Features of Project Areas

- C.1.9.1 Seasonal restrictions, if any, will be listed on each task order for each project unit.
- C.1.9.2 No-cut treatment zones may be present within the project sites, but are included in the acreage measured for payment.
- C.1.9.3 Tree used as bearing trees or any tree blazed or tagged to mark the line of any Government survey, shall not be cut or destroyed under penalty of law. Trees with reference tags or posters identifying BLM projects, or trees with orange paint shall not be cut or damaged.

## C.2.0 DEFINITIONS

Bearing Tree - A tree which is used as a reference monument to locate a property corner.

Brush - Vegetation consisting of shrub species with single or multi-stems originating at or near ground level not normally reaching twenty feet in height. Examples include but are not limited to, vine maple, salmonberry, hazel, huckleberry,

thimbleberry, manzanita, ocean spray, ceanothus species, poison oak and rhododendron.

Cambium - The tissue between the main bark and wood.

Conifer - An evergreen, cone-bearing tree, such as Douglas-fir, Port Orford cedar, western redcedar, incense cedar, western hemlock, ponderosa pine, sugar pine, and white fir.

Cut Leave Tree - A tree noted during inspection of the area as a tree that should not have been cut.

DBH - Diameter of the tree at breast height, measured at a point 42 feet above the ground level from the uphill side of the tree.

Damaged Leave Tree - A tree damaged through felling of other trees or brush or contact with cutting tools.

Girdling - Three parallel cuts completely around the tree, not to exceed 8 inches between the top and bottom cut. Cuts must penetrate at least 2-inch into the cambium of the tree. Trees shall be girdled below a 2-foot height, measured on the uphill side. Trees shall be girdled below the lowest live limb on the tree.

Hardwood - A broad-leaved tree which usually has a single well-defined trunk and attains a height greater than 20 feet. Hardwoods include, but are not limited to species such as alder, chinquapin, bigleaf maple, madrone, and oak species. Sprouting hardwood species may be in the form of multi-stemmed clumps originating from the base of a single defined stump.

Leave Trees - (Trees not to be cut)

- a. Well-formed, vigorously-growing conifers selected for larger growing space.
- b. Well-formed, vigorously-growing hardwoods selected for larger growing space.

Lodged Trees and Brush - Cut trees and brush leaning into, supported by, or covering a leave tree.

Lop - Trim by cutting off branches, twigs, or stems. All lopped material shall be cut into lengths of not more than five feet.

No Treatment Buffer Widths Within Designated Riparian Reserves -

- a. Perennial flowing stream with fish - 50 feet horizontal distance from the edge of the stream channel.
- b. Perennial flowing stream without fish - 50 feet horizontal distance from the edge of the stream channel.
- c. Seasonally flowing or intermittent streams - 25 feet limited activity horizontal distance from the edge of the stream channel. Selected brush and tanoak shall be cut. Hardwoods and conifers shall not be cut.

Reserve Area - No cutting will be required in these areas. The reserve area will be an area approximately ¼ acre in size. An estimated 5 percent of the unit acreage for all reserve area units (see sample task order) will be designated for reserve areas of ¼ acre in size. The purpose of the reserve areas is to rebuild variations in structure in the contract treatment units by establishing a mosaic of forest conditions. These reserve areas are included in the calculated acreage for payment.

Reserve Trees (trees not to be cut - regardless of spacing)

- a. *Subitems A, C, and D:*
  - 1) Conifers 6 inches DBH and larger.
  - 2) Hardwoods 6 inches DBH and larger.
- b. *Subitems B, E, and G:*
  - 1) Conifers 8 inches DBH and larger.
  - 2) Hardwoods 8 inches DBH and larger.
- c. *Subitem F:*
  - 1) Conifers 10 inches DBH and larger.
  - 2) Hardwoods 8 inches DBH and larger.
- d. Tanoak 12 inches DBH and larger.
- e. Bigleaf maple, dogwood, and elderberry.

Riparian Reserve - Land use allocation as defined under the Northwest Forest Plan. Riparian reserve areas with required treatment widths will be delineated on unit maps. Width of riparian reserves shall be:

- a. Perennial flowing stream with fish - 300 feet slope distance from the edge of the stream.



- b. Perennial flowing stream without fish - 150 feet slope distance from the edge of the stream.
- c. Seasonally flowing or intermittent streams - 100 feet slope distance from the edge of the stream channel.

Slash - Any material which has been cut by the Contractor.

Surplus Trees and Brush

a. *Subitems A, C, and D:*

- 1) Conifers up to 6 inches DBH not selected as leave trees.
- 2) Hardwoods up to 6 inches DBH not selected as leave trees.

b. *Subitems B, E, and G:*

- 1) Conifers up to 8 inches DBH not selected as leave trees.
- 2) Hardwoods up to 8 inches DBH not selected as leave trees.

c. *Subitem F:*

- 1) Conifers up to 10 inches DBH not selected as leave trees.
- 2) Hardwoods up to 8 inches DBH not selected as leave trees.

d. *Subitems A, B, D and G:*

All brush species.

e. *All Subitems:*

Tanoak less than 12 inches DBH.

C.3.0 CONTRACTOR-FURNISHED ITEMS

C.3.1 Unless otherwise specified herein, the Contractor shall furnish all labor, equipment, materials, supervision, transportation, and incidentals necessary to perform precommercial thinning services in accordance with the specifications, terms, and conditions herein.

### C.3.2 Crew Requirements

- C.3.2.1 The Contractor shall designate one English-literate supervisor for each crew. Supervisors shall be identified by the Contractor at the prework conference. Any changes in supervisory designations must be submitted in writing to the COR at least 24 hours prior to the change taking effect.
- C.3.2.2 The person designated by the Contractor as supervisor must actually perform in that capacity. The supervisor must, therefore, effectively direct the crew by:
- a. making periodic inspections of the crew's work;
  - b. advising the crew of any discrepancies found in the work that deviate from the specifications, and providing instructions for correcting any improper work.
- C.3.2.3 The supervisor shall be present at the work site each work day. If a supervisor is not present, the crew will not be permitted to work.
- C.3.2.4 The supervisor shall have a copy of the contract and know the requirements of the contract including technical requirements and unit locations. The PI will not act as a supervisor to the crew(s).
- C.3.2.5 State safety regulations require that crew members shall not be left alone and accessibility to emergency transportation shall be provided by the Contractor at all times. In addition, it is recommended, because of the required use of hand or power tools for cutting vegetation, that the Contractor provide certain minimum safety precautions for its crews, as follows.
- a. At least one crew member should be present who has had formal first aid training.
  - b. A first aid kit should be kept at the work area.
  - c. All crew members should be instructed in and reminded of the proper use of their cutting tools.
  - d. All tools should be well maintained on a daily basis. A dull cutting tool may be hazardous.
- C.3.2.6 Camping on BLM-administered lands will only be allowed in approved sites and with the prior written authorization of the Resource Area Manager. Should such a work camp be authorized, the Contractor shall maintain the camp in an orderly and sanitary manner. All fire regulations and permits shall be followed. All garbage and refuse shall be removed from the camp site(s) by the Contractor and disposed of off site before final payment is made.
- C.3.3 Project Area Clean up - All project areas shall be cleared of debris, refuse, garbage, etc. that may have been left by the Contractor. All such debris, garbage and refuse shall be removed from the project areas by the Contractor and disposed of off site before final payment is made.

- C.3.4 Operating Permit - State law requires a permit to operate power-driven machinery. Permits must be obtained from the State Forestry Office in Salem or at local offices prior to the operation of power-driven machinery. This requirement applies to chainsaws.
- C.3.5 Closed Fire Season Inspection - All chainsaws and fire tools used on this project shall be subject to inspection by the Oregon Department of Forestry and/or BLM prior to and during work. Failure to comply with Oregon Department of Forestry regulations shall be cause for suspension of work until the Contractor meets the requirements. Task order performance time will continue to run if work is suspended for this reason.

#### C.4.0 GOVERNMENT-FURNISHED PROPERTY AND SERVICES

The Government will provide the following:

- a. Grants Pass Resource Area transportation map.
- b. A key for access to units behind locked gates.
- c. Red flagging to delineate 1/4-acre reserve areas.

#### C.5.0 PERFORMANCE REQUIREMENTS

##### C.5.1 Quality Assurance Plan

C.5.1.1 Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Inspections shall be performed concurrently with the work being done.

C.5.1.2 Contractor shall maintain adequate inspection records to allow the Government to monitor contract progress and for the Contractor to be accountable for work quality. Contractor's records shall include: (1) project unit names (2) unit acres (3) work dates (4) supervisor/inspector name (5) work quality percentage and (6) supervisor signature and date. Written notice of completed units shall be submitted (by FAX) to the COR within 3 days after completion of treatments on project units.

##### C.5.2 Selected Leave Tree Spacing Requirements

C.5.2.1 **Subitem A:** The Contractor shall select conifer leave trees on a 14' x 14' spacing, and hardwood leave trees on a 25' x 25' spacing. The Contractor may vary this spacing by as much as 25% to find a suitable conifer or hardwood leave tree provided the overall required spacing is maintained.

C.5.2.2 **Subitem B:** The Contractor shall select conifer leave trees on a 14' x 14' spacing when crop trees are between one and three inches DBH and on an 18' x 18' spacing when crop trees are between 3.1 and eight inches DBH. All conifers greater than eight inches DBH are reserved from cutting, but shall be considered in the spacing.

In areas where more than one DBH class is present, the larger spacing shall prevail. Hardwood leave trees shall be selected on a 25' x 25' spacing. The Contractor may vary this spacing by as much as 25% to find a suitable conifer or hardwood leave tree provided the overall required spacing is maintained.

C.5.2.3 **Bid Item C:** The Contractor shall select conifer leave trees on a 16' x 16' spacing, and hardwood leave trees on a 25' x 25' spacing. The Contractor may vary this spacing by as much as 25% to find a suitable conifer or hardwood leave tree provided the overall required spacing is maintained.

C.5.2.4 **Bid Item D:** The Contractor shall select conifer leave trees on a 16' x 16' spacing, and hardwood leave trees on a 25' x 25' spacing. The Contractor may vary this spacing by as much as 25% to find a suitable conifer or hardwood leave tree provided the overall required spacing is maintained.

C.5.2.5 **Bid Item E:** The Contractor shall select conifer leave trees on a 18' x 18' spacing, and hardwood leave trees on a 25' x 25' spacing. The Contractor may vary this spacing by as much as 25% to find a suitable conifer or hardwood leave tree provided the overall required spacing is maintained.

C.5.2.6 **Bid Item F:** The Contractor shall select and space conifer leave trees on the basis of the DBH of the selected leave tree. When the DBH of the conifer is between one and five inches spacing shall be eight feet between the drip lines of the leave trees. When the DBH of the conifer is between five and ten inches spacing shall be 12 feet between the drip lines of the leave trees. All conifers greater than ten inches DBH are reserved from cutting, but shall be considered in the spacing. In areas where more than one DBH class is present, the larger spacing shall prevail. Hardwood leave trees shall be selected on a 25' x 25' spacing. The Contractor may vary this spacing by as much as 25% to find a suitable conifer or hardwood leave tree provided the overall required spacing is maintained.

C.5.2.7 **Bid Item G:** The Contractor shall select conifer leave trees on a 18' x 18' spacing, and hardwood leave trees on a 25' x 25' spacing. The Contractor may vary this spacing by as much as 25% to find a suitable conifer or hardwood leave tree provided the overall required spacing is maintained.

C.5.3 Selection of Leave Trees (All Subitems)

C.5.3.1 The largest, healthiest, best-formed trees shall be selected as leave trees. Characteristics used in the selection of leave trees include the following:

- a. Has no apparent damage to the main bole;
- b. Is not chlorotic;
- c. Demonstrates good vigor and is disease free;
- d. Has at least 40 percent crown ratio.

C.5.3.2 In areas containing a variety of conifer species, leave trees shall be selected using the following species preference unless otherwise directed by the PI:

- a. Sugar pine or ponderosa pine
- b. Douglas-fir
- c. Western red cedar, Port Orford cedar or incense cedar
- d. True fir

C.5.3.3 In areas containing a variety of hardwood species, leave trees shall be selected using the following species preference unless otherwise directed by the PI:

- a. California black oak
- b. Pacific madrone
- c. Golden chinkapin
- d. Canyon live oak

C.5.3.4 All selected sprouting hardwood clumps shall be cut back to a single stem.

C.5.3.5 All selected sprouting Pacific Madrone clumps shall be cut back to three stems within identified riparian reserves (see unit maps for locations and widths). Criteria for selecting which stem(s) to leave shall be prioritized as follows:

- a. Largest diameter at 2' above ground level.
- b. Best-formed, straightest, and with the best-developed crowns.
- c. Origins closest to the base of the stump.

#### C.5.4 Treatment of Surplus Vegetation

C.5.4.1 Surplus conifers and hardwoods shall be felled in a manner to minimize damage to selected leave trees.

C.5.4.2 Hardwoods from six to eight inches DBH shall be girdled.

C.5.4.3 All surplus vegetation shall be completely severed from the stump(s) unless otherwise specified herein. No live limbs shall be left on the stumps of cut vegetation. Stump height shall not exceed six inches measured on the uphill side.

C.5.4.4 Although defined as a "hardwood" in this contract, tanoak shall be treated as follows:

- a. Tanoak less than six inches DBH shall be felled.
- b. Tanoak between six inches and 12 inches DBH shall be girdled.
- c. Tanoak greater than 12 inches DBH shall be left uncut.

#### C.5.5 Treatment of Slash

C.5.5.1 Slash shall not be piled on or against leave trees. Slash lodged in leave trees shall be dislodged and removed.

- C.5.5.2 Slash shall be lopped to no more than five feet in length and scattered such that it is within two feet of the ground at all points of contact. This shall be accomplished concurrently with cutting operations.
- C.5.5.3 Slash falling outside the project area shall be moved completely into the project area.
- C.5.5.4 All slash cut during this operation shall require a 15-foot pullback from the edge of all access roads within and adjacent to the boundaries of the units involved in this contract for fire hazard reduction. Pullback shall be completed concurrently with cutting operations.
- C.5.5.5 Unmaintained roads and skid or cat trails used as unit boundaries shall be kept clear of slash for a width of six feet. Clearing shall be performed concurrently with thinning.
- C.5.6 Treatment of Reserve Areas
- C.5.6.1 For every five acres a ¼-acre reserve area of uncut conifers, hardwoods, and brush shall be left. A 110' by 110' square shall be left untreated. Approximate distances between the outer edges of the reserve areas will be 500N" 50N The reserve areas shall not be located closer than 100N from any unit boundary. Reserve areas shall not adjoin roads or riparian buffers. Reserve areas shall be flagged in red. See the unit maps with each task order for correct number of reserve areas required per unit.
- C.5.6.2 The Contractor shall locate and flag the correct number of reserve areas prior to any other work occurring on the unit. The Government shall inspect and accept the reserve areas identified by the Contractor as being correctly located and of sufficient size and number before allowing treatment to begin.
- C.5.7 Special Treatment Requirements
- C.5.7.1 Active wood rat nests shall have a ten-foot buffer established by the Contractor where no treatment shall be done.
- C.5.7.2 Where threatened or endangered plants have been identified by the Government on treatment units, a buffer strip will be marked with yellow and black flagging and no treatments shall be done within the flagged area.
- C.5.7.3 In order to comply with the U.S. Fish and Wildlife Service Biological Opinion #1-7-96-F-392 for 1996 through 2005 BLM silviculture projects, the following restrictions shall apply if the Government detects Murrelet or Spotted Owl activity or nesting sites within the project area:

Murrelets: For units within the thirty-five-mile Murrelet zone, work activities above ambient noise levels occurring within 0.25 mile of unsurveyed suitable Murrelet habitat or known occupied sites, shall be scheduled to occur no earlier than two hours

after sunrise and no later than two hours before sunset between April 1 and September 15.

Spotted Owls: Chain saw activity within a 0.25-mile radius of a nest site or activity center of known pairs and resident singles shall be prohibited from March 1 through June 15. If the Government determines that a site has become active, a suspend work order will be issued for the area of activity until after June 15.

#### C.5.7.4 Port-Orford Cedar

- a. In units where Port-Orford Cedar is present, sequential treatment of the units shall take place so that units which are uninfected and free of the pathogen *Phytophthora lateralis* (*Pl*) will be treated first, and infested units will be treated last. Units will be surveyed by the Government prior to treatment to determine presence or absence of *Pl* and to determine sequence to follow for treatment.
- b. Access as well as egress routes, and parking locations will be determined by the COR for all POC units (unit having Port-Orford Cedar) and *Pl* units (unit having Port-Orford Cedar and *Phytophthora lateralis*.)
- c. Operations in POC units and *Pl* units will be confined to dry season unless otherwise authorized by the COR.
- d. When treatments must occur during the rainy season (before June 15, or after October 15) or during rain events defined as when water forms puddles on the road, and access by vehicular traffic is required, the following guidelines shall be followed to prevent introduction of the pathogen to non-infected areas. Some variation of the dates may be permitted depending on weather and soil moisture conditions, which will be defined by the COR or PI. If the vehicle, by visual examination by the PI, has clods of mud or organic material present, then the vehicle will require washing and removal of the mud or organic material before entering a POC unit. Entry into the area will not be allowed until this measure is followed. Prior to departure from a *Pl* area, the vehicle shall be washed and free of dirt or organic material upon leaving the treatment area.

## SECTION E - INSPECTION AND ACCEPTANCE

### 52.246-4 INSPECTION OF SERVICES - FIXED-PRICE (AUG 1996)

(a) Definitions. "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the contract for default.



E.1.0 SURVEILLANCE PLAN

- E.1.1 The Government will make periodic inspections as a basis for payments and recommendations for adjustments in work quality while work is in progress. The Contractor shall provide quality control to assure that work complies with requirements of contract specifications.
- E.1.2 When project unit(s) are complete and ready for inspection the Contractor shall provide a Notification of Completed Work to the COR. The Notification shall have, for each completed unit, 1) project unit name, 2) project unit acres, 3) date completed, 4) work quality percentage, and 5) inspector's initials. Government payment inspection of completed units will not occur until such notification is received by the COR.
- E.1.3 Inspections will be made on a series of 1/50 acre plots (16.7' radius) located at predetermined intervals across each work unit. Sufficient plots will be taken to obtain at least a one percent (1%) sample of the treated area. Inspection plots will not be taken in the reserve areas.
- E.1.4 Each inspection plot will be divided into four equal quadrants. Each quadrant will be evaluated for compliance with all contract specifications. Quadrants meeting all contract specifications will receive three points. Quadrants found to have one contract violation will receive two points. Quadrants found to have three or more contract violations will receive no points. Any quadrant having a cut or damaged conifer leave tree will receive no points. A maximum of 12 points is possible for each plot.
- E.1.5 The PI will also check for cut or damaged leave trees between plots.
- E.1.6 The following information will be recorded for each plot inspected:
- a. Number of leave trees on the plot.
  - b. Number of cut or damaged leave trees or other trees specifically designated not to be cut or damaged in each quadrant.
  - c. Quadrants where surplus vegetation has not been treated in accordance with contract specifications.
  - d. Quadrants where stumps exceed maximum height.
  - e. Quadrants where slash exceeds maximum length or height.
- E.1.7 Work Quality Percentage
- E.1.7.1 The work quality percentage is derived from data developed from inspection plots.
- E.1.7.2 Work quality is determined by dividing the total number of points earned by the total number of points possible (12 x number of plots taken). This rate multiplied by 100 equals the work quality percentage.

EXAMPLE:

Number of plots inspected - 25

Total points possible (12 x 25) - 300

Total points earned - 267

WQP -  $(267/300) \times 100$  - 89%

- E.1.8 Cut/Damaged Tree Percentage - The sum of cut or damaged leave and designated trees (trees specifically designated not to be cut or damaged) divided by the number of leave and designated trees that should be found multiplied by 100, determines the cut/damaged tree percent.

Example:

Number of leave and designated trees  
that should be found = 96

Number of cut/or damaged leave  
and designated trees = 4

Cut/damaged tree percent  
 $(4 \text{ divided by } 96) \times 100\%$  = 4.2%

E.2.0 ACCEPTANCE

- E.2.1 Work will be accepted or rejected on a unit basis.

- E.2.2 Acceptable Quality Level (AQL) - A minimum work quality percent of 85 and a maximum cut/damaged tree percent of 5 are required.

E.2.3 Unsatisfactory Work Quality

- E.2.3.1 Based on Government inspection results, if units fall below the AQL of 85 percent or if the cut/damaged tree percent exceeds five, the Contracting Officer (CO) will immediately notify the Contractor in writing and instruct the Contractor to improve the quality of the work. If the quality of the work is not raised to the AQL of 85 percent or the cut/damaged tree percent reduced to five or less after written notification, the CO may issue a suspend work order to resolve the problem, during which time contract performance time will continue to run

- E.2.3.2 If lodged trees, high stumps, or untreated surplus vegetation are the primary reason for unsatisfactory work, the area may be reworked to obtain satisfactory work quality.

E.2.4 Reinspection - When units fall below the AQL of 85 percent, rework may be required. When instructed by the COR, the Contractor shall rework the unit for reinspection by the Government. If the unit again fails to meet the AQL of 85 percent, the CO has the option of accepting the unit at the work quality percent calculated from inspection plots or of ordering the Contractor to rework the unit again. If the CO elects to accept the unit at the work quality percent calculated after rework, the Contractor will be paid based on the results of the reinspection. The Contractor shall be charged for all the Government's reinspection costs.

#### E.3.0 PAYMENT

E.3.1 Payment will be based on the Government's inspection results. The Contractor's inspection results are to be used as a guide for the Contractor's use in complying with contract specifications and not as a basis for payment. Payment will be made for completed units, for the actual number of acres completed, inspected and accepted by the Government, less the adjustment in payment based on the work quality level percentage, if any. If the work quality level equals or exceeds 95 percent before rework, full payment (100%) will be made for the number of acres inspected and accepted by the Government on the completed units. Units achieving a work quality level of 85-94 percent will be paid at that percentage rate. If units are accepted which do not meet the AQL of 85 percent, payment will be made at a rate determined by multiplying the actual inspection percentage by the bid price.

#### E.3.2 Method for Measurement and Payment

E.3.2.1 The acreage for the purpose of payment is measured on the horizontal plane.

E.3.2.2 Roads and streams not requiring treatment have been excluded from the acreage to be measured and paid for under the contract. The formula used to compute the acreages to exclude was based upon the lengths and widths of the roads to be excluded. Average width of roads is estimated to be 20 feet throughout the project.

E.3.2.3 The Contractor may, at any time during the course of the contract, request remeasurement of any unit he feels that the acreage stated in the contract is incorrect. If remeasurement indicates that a variance of 5% or less exists, the Contractor will pay for the actual cost of the remeasurement. Under this condition, payment for the unit will be made on the acreage stated in the contract. If remeasurement indicates the actual variance is greater than 5%, payment for the unit will be based on the remeasured acreage. Acreages are measured on the horizontal plane.

#### SECTION F - DELIVERIES OR PERFORMANCE

F.1.0 The Contractor shall begin work with three (3) calendar days from the effective date of the Notice to Proceed for each task order, and shall continue performance of the work under the contract without delay or interruption except for causes beyond his control as defined in the contract, or by the receipt of a "Suspend Work Order" issued by the Government. Failure to prosecute the work during acceptable conditions will

be a basis for terminating the Contractor's right to proceed in accordance with the Default clause of the contract. The Contractor shall complete all work required within the time specified in the task order.

- F.2.0 Task orders may be placed throughout the contract by the CO at the prices listed on the Schedule of Items in Section B. COs for agencies identified on the Schedule of Items may also place orders. See the sample task order, including sample units, in Section J.

## SECTION G - CONTRACT ADMINISTRATION DATA

### G.1.0 CONTRACTING OFFICER'S REPRESENTATIVE DEFINITION

The “Contracting Officer's Representative (COR)” is the on-the-ground administrator for the Contracting Officer.

### G.2.0 PROJECT INSPECTOR DEFINITION

“Project Inspector” means the person designated by the COR to perform, as needed, on-the-job Government inspection of work accomplished by the Contractor.

### G.3.0 RESPONSIBILITIES OF THE CONTRACTING OFFICER'S REPRESENTATIVE AND PROJECT INSPECTOR

G.3.1 The COR’s authorities and responsibilities are defined in the COR’s Designation Letter. The COR is authorized to clarify technical requirements, and to review and approve work which is clearly within the scope of work. The COR is NOT authorized to issue changes pursuant to the changes clause or to in any other way modify the scope of work.

G.3.2 The Project Inspector is responsible for checking the Contractor’s compliance with the technical specifications, drawings, work schedule, and labor provisions at the site of the work.

### G.4.0 NOTICE TO PROCEED

G.4.1 After award of contract, the COR will issue to the Contractor a written notice to proceed. Issuance of the notice may be delayed for a reasonable time, at the discretion of the Government, if adverse soil, vegetative, or climatological conditions exist.

G.4.2 The Contractor shall perform no preliminary work prior to receipt of the written notice to proceed. Contract time starts on the effective date of the notice to proceed.

## SECTION H - SPECIAL CONTRACT REQUIREMENTS

### H.1.0 WORK HOURS

Work hours under this contract shall be limited to the time between one-half hour before sunrise to one-half hour after sunset each day. No work will be done on Sunday unless mutually agreed upon.

### H.2.0 PROSECUTION OF THE WORK

H.2.1 The capacity of the Contractor's plant, method of operation, and forces employed shall, at all times during the continuance of the contract, be subject to the approval of the Contracting Officer and shall be such as to assure the completion of the work within the specified period of time. To the extent stated in the specifications, the Contracting Officer shall have the right to select the sequence in which the individual work will be completed.

H.2.2 If work is seriously or chronically deficient, the Contractor's right to proceed may be suspended until the performance problems can be resolved and work may resume. The contract time will continue to run during any such period of suspension.

H.2.3 The Contracting Officer may, in writing, require the Contractor to remove from the work any employee found to be working in an unsafe manner.

### H.3.0 ENVIRONMENTAL INTERRUPTION OF WORK

H.3.1 Environmental - The Contracting Officer, by issuance of a suspend work order, may direct the Contractor to shut down any work that may be subject to damage due to weather conditions or fire danger. The Contractor will be given a resume work order which will document the date the work suspension ends. An allowance has been included in the contract time for short term environmental delays up to one day at a time. The count of contract time will therefore continue during work interruptions of one day or less, but the count of contract time will stop during work interruptions in excess of one day at a time. All periods of interruptions directed by the Government will be documented. The Contractor will not be entitled to additional monetary compensation for such suspensions regardless of duration.

H.3.2 Endangered Species - The Government may direct the Contractor to discontinue all operations in the event that listed or proposed threatened or endangered plants or animals protected under the Endangered Species Act of 1973, as amended, or Federal candidate (Category 1 and 2), sensitive or state listed species, identified under BLM Manual 6840, are discovered to be present in or adjacent to the project area. Actions taken under this paragraph shall be subject to the Suspension of Work clause in Section I, FAR 52.242-14.

#### H.4.0 PRESERVATION OF HISTORICAL AND ARCHEOLOGICAL RESOURCES

If, in connection with operations under this contract, the Contractor, subcontractors, or the employees of any of them, discovers, encounters or becomes aware of any objects or sites of cultural value on the project area, such as historical or prehistorical ruins, graves or grave markers, fossils, or artifacts, the Contractor shall immediately suspend all operations in the vicinity of the cultural value and shall notify the COR in writing of the findings. No objects of cultural resource value may be removed. Operations may resume at the discovery site upon receipt of written instructions. Actions taken under this paragraph shall be subject to the Suspension of Work clause in Section I, FAR 52.242-14.

#### H.5.0 SUBCONTRACTS

If the contractor desires to subcontract any work under the contract, it shall obtain the Contracting Officer's written consent. The request to subcontract shall contain the following information:

- a. Name of subcontractor
- b. Description and amount of supplies or services to be subcontracted. The Contractor shall insert in any subcontracts all applicable clauses contained in the contract.

#### H.6.0 RESTORATION OF RESOURCES

H.6.1 Cleanup - The Contractor is responsible for cleaning up all camp and worksites before leaving the area. Final payment may be withheld until the Contractor has complied with this requirement.

H.6.2 Access Roads - Public or private access roads damaged by the Contractor shall be restored, at his expense, to the same condition they were in at the commencement of work.

#### H.7.0 FIRE DANGER SEASON

If the COR allows the Contractor to continue work during periods of Closed Fire Season, the Contractor shall comply with all applicable State laws relating to fire prevention and with all special conditions of work as directed by the COR.

## H.8.0 UNDOCUMENTED WORKERS

This contract involves the employment of unskilled labor working under arduous field conditions. Such employment may be attractive to persons coming from foreign countries, sometimes illegally. Bidders are reminded that it is a crime to bring into the United States, transport within the United States, and to harbor aliens who do not have a proper visa for entry and working in this country (8 U.S.C. § 1323-1325). If violations are suspected by the COR during the performance of work on this (these) project(s) they will be reported to the U.S. Immigration and Naturalization Service for investigation and appropriate action. Conviction of the Contractor for commission of a criminal offense referred to herein will be deemed sufficient cause for default and the initiation of debarment or suspension proceedings to prevent the Contractor from receiving future Government contracts.

## H.9.0 MIGRANT SEASONAL AGRICULTURAL WORKERS PROTECTION ACT REGISTRATION

H.9.1 As set forth in Title 29, Part 500 of the Code of Federal Regulations, Migrant and Seasonal Agricultural Worker Protection, the Contractor shall maintain all necessary U.S. Department of Labor registrations during the performance period of this contract. Failure to maintain a valid registration is grounds for termination of this contract.

H.9.2 In compliance with the Migrant and Seasonal Agricultural Worker Protection Act, the Contractor shall provide the following to meet minimum safety and health standards for housing employees when camping on Federal lands:

- a. A shelter to provide protection from the elements. Where heat adequate for weather conditions is not provided, other arrangements should be made to protect the workers from the cold.
- b. Sanitary facilities for storing food. Ice chests or coolers, with ice supply made from potable water replenished as necessary, to meet the requirement for storage of perishable food items.
- c. An adequate and convenient potable water supply, approved by the appropriate health authority, in each camp for drinking and cooking purposes. As an alternative, commercial bottled water may be used.
- d. Toilet and hand washing facilities adequate for the capacity of the camp, at not less than a 1:15 ratio, supplied with adequate toilet paper. Such facilities shall be maintained in a sanitary condition.
- e. Fly-tight, rodent-tight, impervious, cleanable or single service containers to be used for the storage of garbage. Such containers shall be kept clean and emptied when full.



- f. Basic first aid supplies under the charge of a person trained to administer first aid.
- g. A laundry tray or tub for every 30 workers, or transportation, at least weekly, to a commercial laundromat for all workers.

#### H.10.0 OREGON FARM/FOREST LABOR CONTRACTOR'S LICENSE

If the State of Oregon requires an Oregon Farm/Forest Labor Contractor's License, then the contractor awarded this contract and all first-tier subcontractors shall be required to obtain and maintain, during the term of this contract, such a license. Contractors not having a current license will be required to furnish evidence of having obtained such license within ten (10) days after receipt of written notification of contract award. Failure to obtain, keep and maintain a current license during the term of this contract or the extension thereof shall be a basis for termination for default.

Information on obtaining this license may be obtained from:

Bureau of Labor and Industries  
Wage and Hour Division  
800 NE Oregon, #32, Suite 1160  
Portland, Oregon 97232

Contact: Licensing Unit  
Telephone: (503) 731-4074

#### H.11.0 IMPROPER DISPOSAL OF GOVERNMENT-FURNISHED MATERIAL

H.11.1 Improper disposal includes, but is not limited to, the wrongful ditching, hiding or burying of Government-furnished material (GFM). The Government may, by issuance of a written order, suspend the Contractor's right to proceed for improper disposal of GFM. The Contractor may be required to remove from the contract site any individuals involved in the improper disposal of GFM.

H.11.2 The Contractor will be charged for the actual costs of the improperly disposed GFM. The costs will be based on the current market value and any associated costs and appropriate action. Conviction of the Contractor for commission of a criminal offense referred to herein will be deemed sufficient cause for default and the initiation of debarment or suspension proceedings to prevent the Contractor from receiving future Government contracts.

H.12.0 PERFORMANCE AND PAYMENT SECURITY

- H.12.1 The successful offeror shall furnish to the Contracting Officer performance security on Standard Form (SF) 25 in the penal sum of 20 percent of the amount of the minimum guarantee (\$30,000). The security shall be submitted within ten (10) days after receipt of written notification of award.
- H.12.2 Performance security may be in the form of a corporate or an individual surety, certified or cashier's check, bank draft, postal money order, irrevocable letter of credit, currency or certain bonds or notes of the United States.
- H.12.3 Each corporate surety bond, executed by an agent or attorney-in-fact for a corporate surety, is required to have submitted with it a power of attorney specifically naming the agent or attorney-in-fact to represent the corporate surety. The power of attorney shall be executed upon a date reasonably proximate to the date of the bond or shall be accompanied by a certification of the surety to the effect that the power of attorney was in full force and effect upon a date reasonably proximate to the date of the bond.
- H.12.4 Each individual surety shall be submitted in accordance with Clause 52.228-11, Pledge of Assets.
- H.12.5 Certified or cashier's checks, bank drafts, postal money orders, and certain bonds or notes of the United States shall be drawn payable to the Bureau of Land Management (BLM) and reference the applicable contract number. Securities or currency may be deposited by the BLM in the U.S. Treasury. Irrevocable letters of credit (ILC) shall be issued by a federally-insured financial institution in the name of the contracting agency and which identify the agency and solicitation or contract number for which the ILC is provided (see clause 52.228-14).
- H.12.6 Performance security shall be maintained through date of final payment, except for the security interest in the individual surety (lien on real property or personal property in escrow) and ILCs, which both shall be maintained for 90 days following final payment or until completion of any warranty period, whichever is later.

SECTION I - SERVICE CLAUSES (current through Federal Acquisition Circular 01-05)

**\* Asterisked clauses are included in full text.**

52.202-1*	Definitions	(DEC 2001)
52.203-3	Gratuities	(APR 1984)
52.203-5	Covenant Against Contingent Fees	(APR 1984)
52.203-6	Restrictions on Subcontractor Sales to the Government	(JUL 1995)
52.203-7	Anti-Kickback Procedures	(JUL 1995)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	(JAN 1997)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	(JAN 1997)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (Applicable to contracts exceeding \$100,000)	(JUN 1997)
52.204-4	Printed or Copied Double-Sided on Recycled Paper	(AUG 2000)
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	(JUL 1995)
52.214-26	Audit and Records - Sealed Bidding	(OCT 1997)
52.214-27	Price Reduction for Defective Cost or Pricing Data - Modifications - Sealed Bidding	(OCT 1997)
52.214-28	Subcontractor Cost or Pricing Data - Modifications - Sealed Bidding.	(OCT 1997)
52.214-29*	Order of Precedence - Sealed Bidding	(JAN 1986)
52.216-18*	Ordering	(OCT 1995)
52.216-19*	Ordering Limitations	(OCT 1995)
52.216-22*	Indefinite Quantity	(OCT 1995)
52.219-6	Notice of Total Small Business Set-Aside (Applicable if so noted on Schedule of Items.)	(JUL 1996)
52.219-8	Utilization of Small Business Concerns	(OCT 2000)
52.219-14*	Limitations on Subcontracting (Applicable only if project is set aside for small businesses.)	(DEC 1996)
52.222-3	Convict Labor	(AUG 1996)
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	(SEP 2000)
52.222-21	Prohibition of Segregated Facilities	(FEB 1999)
52.222-26	Equal Opportunity	(FEB 1999)
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans	(DEC 2001)
52.222-36	Affirmative Action for Workers with Disabilities	(JUN 1998)
52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans	(DEC 2001)
52.222-41	Service Contract Act of 1965, as Amended	(MAY 1989)
52.222-42*	Statement of Equivalent Rates for Federal Hires	(MAY 1989)
52.222-44	Fair Labor Standards Act and Service Contract Act-Price Adjustment	(FEB 2002)
52.223-6	Drug-Free Workplace	(MAR 2001)

52.223-14	Toxic Chemical Release Reporting (Applicable if contract exceeds \$100,000.)	(OCT 1996)	
52.225-1	Buy American Act - Balance of Payments Program - Supplies	(FEB 2002)	
52.225-13	Restrictions on Certain Foreign Purchases	(JUL 2000)	
52.227-1	Authorization and Consent	(JUL 1995)	
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	(AUG 1996)	
52.228-1*	Bid Guarantee (Applicable if bonds required. See Schedule of Items.)	(SEP 1996)	
52.228-5	Insurance-Work on a Government Installation (Applicable if DIAR 1452.228-70 is included.)	(JAN 1997)	
52.228-2	Additional Bond Security (Applicable if bonds required. See Schedule of Items.)	(OCT 1997)	
52.228-11*	Pledges of Assets (Applicable if bonds required. See Schedule of Items.)	(FEB 1992)	
52.228-14	Irrevocable Letter of Credit (Applicable if bonds required. See Schedule of Items.)	(DEC 1999)	
52.229-3	Federal, State, and Local Taxes	(JAN 1991)	
52.229-5	Taxes - Contracts Performed in U.S. Possessions or Puerto Rico	(APR 1984)	
52.232-1*	Payments	(APR 1984)	
52.232-8	Discounts for Prompt Payment	(FEB 2002)	
52.232-9	Limitation on Withholding of Payments	(APR 1984)	
52.232-11	Extras	(APR 1984)	
52.232-17	Interest		(JUN 1996)
52.232-23	Assignment of Claims	(JAN 1986)	
52.232-25*	Prompt Payment	(FEB 2002)	
52.232-34*	Payment by Electronic Funds Transfer - Other Than Central Contractor Registration	(MAY 1999)	
52.233-1*	Disputes -- Alternate I (DEC 1991)	(DEC 1998)	
52.233-3	Protest After Award	(AUG 1996)	
52.236-6*	Superintendence by the Contractor	(APR 1984)	
52.236-7*	Permits and Responsibilities	(NOV 1991)	
52.242-13	Bankruptcy	(JUL 1995)	
52.242-14*	Suspension of Work	(APR 1984)	
52.243-1*	Changes - Fixed-Price (AUG 1987) -- Alternate I	(APR 1984)	
52.244-6	Subcontracts for Commercial Items	(MAR 2001)	
52.245-4*	Government-Furnished Property (Short Form)	(APR 1984)	
52.246-25	Limitation of Liability - Services	(FEB 1997)	
52.248-1	Value Engineering	(FEB 2000)	
52.249-4*	Termination for Convenience of the Government (Services) (Short form)	(APR 1984)	
52.249-8*	Default (Fixed-Price Supply and Service)	(APR 1984)	
52.252-2*	Clauses Incorporated by Reference	(FEB 1998)	

52.253-1	Computer Generated Forms	(JAN 1991)
1452.203-70	Restriction on Endorsements - Department of the Interior	(JUL 1996)
1452.228-70*	Liability Insurance - Department of the Interior	(JUL 1996)

## SECTION I - CONTRACT CLAUSES

### 52.202-1 DEFINITIONS

(DEC 2001)

(a) Agency head or head of the agency means the Secretary (Attorney General, Administrator, Governor, Chairperson, or other chief official, as appropriate) of the agency, unless otherwise indicated, including any deputy or assistant chief official of the executive agency.

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(e) Contracting Officer means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.

### 52.214-29 ORDER OF PRECEDENCE - SEALED BIDDING

(JAN 1986)

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order: (a) the Schedule (excluding the specifications); (b) representations and other instructions; (c) contract clauses; (d) other documents, exhibits, and attachments; and (e) the specifications.

### 52.216-18 ORDERING

(OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued for three years from the date of award.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, or by facsimile, or by electronic commerce methods only if authorized in the Schedule.

### 52.216-19 ORDER LIMITATIONS

(OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$30,000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor-

(1) Any order for single item in excess of \$50,000.

(2) Any order for a combination of items in excess of \$200,000.

(3) A series of orders from the same ordering office within 21 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within seven (7) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

#### 52.216-22 INDEFINITE QUANTITY.

(OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the fourth year from the date of award.

#### 52.219-14 LIMITATIONS ON SUBCONTRACTING

(DEC 1996)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for--

(1) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

(2) Supplies (other than procurement from a nonmanufacturer of such supplies). The concern shall perform work for a least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(3) General construction. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(4) Construction by special trade contractors. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

52.222-42 STATEMENT OF EQUIVALENT RATES FOR (MAY 1989)  
FEDERAL HIRES

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only: It is Not a Wage Determination

Employee class	Monetary wage- Fringe benefits
[See Section J]	[See Section J]

52.228-1 BID GUARANTEE (SEP 1996)  
(Applicable if required on Schedule of Items.)

(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds - (1) to unsuccessful bidders as soon as practicable after the opening of bids; and (2) to the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.

(c) The amount of the bid guarantee shall be 20 percent of the bid price.

(d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.



(e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

#### 52.228-11 PLEDGES OF ASSETS

(FEB 1992)

(Applicable if bonds required. See Schedule of Items.)

(a) Offerors shall obtain from each person acting as an individual surety on a bid guarantee, a performance bond, or a payment bond-

(1) Pledge of assets; and

(2) Standard Form 28, Affidavit of Individual Surety.

(b) Pledges of assets from each person acting as an individual surety shall be in the form of-

(1) Evidence of an escrow account containing cash, certificates of deposit, commercial or Government securities, or other assets described in FAR 28.203-2 (except see 28.203-2(b)(2) with respect to Government securities held in book entry form) and/or;

(2) A recorded lien on real estate. The offeror will be required to provide-

(i) Evidence of title in the form of a certificate of title prepared by a title insurance company approved by the United States Department of Justice. This title evidence must show fee simple title vested in the surety along with any concurrent owner; whether any real estate taxes are due and payable; and any recorded encumbrances against the property, including the lien filed in favor of the Government as required by FAR 28.203-3(d);

(ii) Evidence of the amount due under any encumbrance shown in the evidence of title;

(iii) A copy of the current real estate tax assessment of the property or a current appraisal dated no earlier than 6 months prior to the date of the bond, prepared by a professional appraiser who certifies that the appraisal has been conducted in accordance with the generally accepted appraisal standards as reflected in the Uniform Standards of Professional Appraisal Practice, as promulgated by the Appraisal Foundation.

#### 52.232-1 PAYMENTS

(APR 1984)

The Government shall pay the Contractor, upon the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified in this contract, payment shall be made on partial deliveries accepted by the Government if -

(a) The amount due on the deliveries warrants it; or

(b) The Contractor requests it and the amount due on the deliveries is at least \$1,000 or 50 percent of the total contract price.

#### 52.232-25 PROMPT PAYMENT (Asterisks indicate omitted material.) (FEB 2002)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers

payment as being made on the day a check is dated or the date of an electronic funds transfer. Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice Payments

(1) Due Date.

(i) Except as indicated in paragraphs (a)(2) and (c) of this clause, the due date for making invoice payments by the designated payment office is the later of the following two events:

(A) The 30th day after the designated billing office receives a proper invoice from the Contractor (except as provided in paragraph (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

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(2)(ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(3) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(3)(i) through (a)(3)(x) of this clause. If the invoice does not comply with these requirements, the designated billing office will return it within 7 days after receipt (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils), with the reasons why it is not a proper invoice. The Government will take into account untimely notification when computing any interest penalty owed the Contractor.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(viii) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(ix) Electronic Funds Transfer (EFT) banking information

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer - Central Contractor Registration, or 52.232-34, Payment by Other Than Electronic Funds Transfer - Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(x) Any other information or documentation required by the contract (e.g., evidence of shipment).

(4) Interest penalty. The designated payment office will pay an interest penalty automatically without request from the contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment, and there was no disagreement over quantity, quality, or contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

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(5) Computing penalty amount. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the contractor, Government acceptance is deemed to occur constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivers the supplies or performs the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. If actual acceptance occurs within the constructive acceptance period, the Government will base the determination of an interest penalty on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

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(b) Contract Financing Payment. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

(d) Overpayments. If the Contractor becomes aware of a duplicate payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

52.232-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER-- (MAY 1999)  
OTHER THAN CENTRAL CONTRACTOR REGISTRATION

(a) Method of payment.

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT) except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

- (i) Accept payment by check or some other mutually agreeable method of payment; or
- (ii) Request the Government to extend payment due dates until such time as the Government makes payment by EFT (but see paragraph (d) of this clause).

(b) Mandatory submission of Contractor's EFT information.

(1) The Contractor is required to provide the Government with the information required to make payment by EFT (see paragraph (j) of this clause). The Contractor shall provide this information directly to the office designated in this contract to receive that information (hereafter: "designated office") by no later than 15 days prior to submission of the first request for payment. If not otherwise specified in this contract, the payment office is the designated office for receipt of the Contractor's EFT information. If more than one designated office is named for the contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the designated office(s).

(2) If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information in terms acceptable to the designated office. However, EFT information supplied to a designated office shall be applicable only to contracts that identify that designated office as the office to receive EFT information for that contract.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment.

(1) The Government is not required to make any payment under this contract until after receipt, by the designated office, of the correct EFT payment information from the Contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than 30 days after its receipt by the designated office to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the updated EFT information is implemented by the payment office. If such suspension would result in a late payment under the prompt payment terms of this contract, the Contractor's request for suspension shall extend the due date for payment by the number of days of the suspension.

(e) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

- (i) Making a correct payment;
- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provisions of paragraph (d) shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall provide the EFT information required by paragraph (j) of this clause to the designated office, and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information provided by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address in the contract.

(j) EFT information. The Contractor shall provide the following information to the designated office. The Contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause). The Contractor shall designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph (c) of this clause.

(1) The contract number (or other procurement identification number).

(2) The Contractor's name and remittance address, as stated in the contract(s).

(3) The signature (manual or electronic, as appropriate), title, and telephone number of the Contractor official authorized to provide this information.

(4) The name, address, and 9-digit Routing Transit Number of the Contractor's financial agent.

(5) The Contractor's account number and the type of account (checking, saving, or lockbox).

(6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the Contractor's financial agent.

(7) If applicable, the Contractor shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the Contractor's financial agent is not directly on-line to the Fedwire Transfer System; and, therefore, not the receiver of the wire transfer payment.

#### 52.233-1 DISPUTES -- ALTERNATE I (DEC 1991)

(DEC 1998)

(a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613).

(b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.

(c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that

can be resolved under a contract clause that provides for the relief sought by the claimant. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph (d)(2) of this clause. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d)(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2)(i) The Contractor shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding \$100,000.

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."

(3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of \$50,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$50,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternate disputes resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in (FAR) 48 CFR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the

rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

#### 52.236-6 SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)

At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the work a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.

#### 52.236-7 PERMITS AND RESPONSIBILITIES (NOV 1991)

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work. The Contractor shall also be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

#### 52.242-14 SUSPENSION OF WORK (APR 1984)

(a) The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the Government.

(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract.

(c) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension



order), and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

#### 52.243-1 CHANGES - FIXED-PRICE (AUG 1987) - ALTERNATE I (APR 1984)

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

- (1) Description of services to be performed.
- (2) Time of performance (i.e. hours of the day, days of the week, etc.).
- (3) Place of performance of the services.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

#### 52.245-4 GOVERNMENT-FURNISHED PROPERTY (SHORT FORM) (APR 1984)

(a) The Government shall deliver to the Contractor, at the time and locations stated in this contract, the Government-furnished property described in the Schedule or specifications. If that property, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the Changes clause when -

- (1) The Contractor submits a timely written request for an equitable adjustment; and
- (2) The facts warrant an equitable adjustment.

(b) Title to Government-furnished property shall remain in the Government. The Contractor shall use the Government-furnished property only in connection with this contract. The Contractor shall maintain adequate property control records in accordance with sound industrial practice and will make such records available for Government inspection at all reasonable times, unless the clause at Federal Acquisition Regulation 52.245-1, Property Records, is included in this contract.

(c) Upon delivery of Government-furnished property to the Contractor, the Contractor assumes the risk and responsibility for its loss or damage, except -

- (1) For reasonable wear and tear;
- (2) To the extent property is consumed in performing this contract; or
- (3) As otherwise provided for by the provisions of this contract.

(d) Upon completing this contract, the Contractor shall follow the instructions of the Contracting Officer regarding the disposition of all Government-furnished property not consumed in performing this contract or previously delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property, as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to the Government as directed by the Contracting Officer.

(e) If this contract is to be performed outside the United States of America, its territories, or possessions, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

52.249-4 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM) (APR 1984)

The Contracting Officer, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Government shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)

(a) (1) The Government may, subject to paragraphs (c) and (d) below, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to -

(i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;

(ii) Make progress, so as to endanger performance of this contract (but see subparagraph (a)(2) below); or

(iii) Perform any of the other provisions of this contract (but see subparagraph (a)(2) below).

(2) The Government's right to terminate this contract under subdivisions (1)(ii) and (1)(iii) above, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Contracting Officer) after receipt of the notice from the Contracting Officer specifying the failure.

(b) If the Government terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Contracting Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the Government for any excess

costs for those supplies or services. However, the Contractor shall continue the work not terminated.

(c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

(d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

(e) If this contract is terminated for default, the Government may require the Contractor to transfer title and deliver to the Government, as directed by the Contracting Officer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as “manufacturing materials” in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Contracting Officer, the Contractor shall also protect and preserve property in its possession in which the Government has an interest.

(f) The Government shall pay contract price for completed supplies delivered and accepted. The Contractor and Contracting Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The Government may withhold from these amounts any sum the Contracting Officer determines to be necessary to protect the Government against loss because of outstanding liens or claims of former lien holders.

(g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Government.

(h) The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.

## 52.252-2 CLAUSES INCORPORATED BY REFERENCE

(FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address:  
[www.arnet.gov/far](http://www.arnet.gov/far)



1452.228-70 LIABILITY INSURANCE -- DEPARTMENT OF INTERIOR (JUL 1996)

(a) The contractor shall procure and maintain during the term of this contract and any extension thereof liability insurance in form satisfactory to the Contracting Officer by an insurance company which is acceptable to the Contracting Officer. The named insured parties under the policy shall be the Contractor and the United States of America. The amounts of the insurance shall be not less than as follows:

\$300,000 each person

\$300,000 each occurrence

\$300,000 property damage

(b) Each policy shall have a certificate evidencing the insurance coverage. The insurance company shall provide an endorsement to notify the Contracting Officer 30 days prior to the effective date of cancellation or termination of the policy or certificate; or modification of the policy or certificate which may adversely affect the interest of the Government in such insurance. The certificate shall identify the contract number, the name and address of the Contracting Officer, as well as the insured, the policy number and a brief description of contract services to be performed. The contractor shall furnish the Contracting Officer with a copy of an acceptable insurance certificate prior to beginning the work.

## SECTION J - LIST OF ATTACHMENTS

FIRE REQUIREMENTS

WAGE DETERMINATION

SAMPLE TASK ORDER

SAMPLE UNIT MAPS

## FIRE REQUIREMENTS PROCEDURES OUTLINE

This outline covers the fire protection requirements of a contractor or private party who performs service or construction contracts on BLM land. In western Oregon, the BLM allows Oregon Forest Law (ORS) and Oregon Administrative Rules (OAR) to apply to these operations on BLM lands rather than develop similar rules applicable only to BLM lands.

### 1. CLOSED FIRE SEASON

The closed fire season means that fire season has been declared. ORS 477.505 gives the State Forester the authority to establish the fire season. The authority has been delegated to the District Foresters around the state who issue public notices through the newspapers and radio when fire season will be closed for their individual districts. Closed fire season depends upon the drying of forest fuels, rainfall, and time of year. During the closed fire season, the following requirements must be met:

- C Fire tools must be on site;
- C Fire extinguisher must be in all vehicles;
- C Chainsaws must have a .023-inch mesh screen installed in the exhaust;
- C Only unmodified saws are to be used in the forest;
- C Approved spark arresters must be on all internal combustion engines;
- C Watchman service must be provided for 3 hrs after shutdown of power equipment for the day;
- C No smoking is permitted while working or traveling through any operations area in the forest;
- C No use of explosives is permitted unless approved by the State Forester's representative;
- C Permits to burn are required unless waived by a representative of the State Forester.

Changes or modifications to the above requirements are possible depending upon changes in State of Oregon law and requirements of the State Districts and Protective Associations.

### 2. FIRE PRECAUTION LEVELS

There are 4 fire precaution levels that begin with level 1 at the start of the closed fire season and can go through level 4 if conditions warrant. The fire precaution levels restrict certain forest operations as the fire danger increases. It is the responsibility of the individual operating on forest land to know the precaution level for the day and take the correct fire precautions. There are no precaution levels prior to the closed fire season. Each fire precaution level requires adherence to the restrictions applicable to all lower levels in addition to the limits placed by that level.

**Level 1** is the lowest level of fire danger usually occurring early in the season and perhaps again after significant rainfall during the season. All requirements listed above apply. Waivers may be issued by the State Districts or Protective Associations and these MUST be approved by the BLM. Waivers will only be considered if the conditions on the work site are not as severe as predicted. The requirements for fire tools on site, screens installed in saws, and fire extinguishers with saws will not be waived.

**Level 2** is the partial hootowl where saws can operate from first light in the morning until 1:00 p.m. in the afternoon. From 1:00 p.m. until the end of the day saws are to be shut down. Waivers for operating beyond the 1:00 p.m. shutdown will be evaluated on a site-by-site basis.

**Level 3** is the partial shutdown of all forest industrial operations and shuts down contractor operations with few exceptions. Waivers may be issued on a site-by-site basis.

**Level 4** is the general shutdown of all contractor operations. Waivers will not be issued. Landowners are permitted entry into their lands.

**ORS. 477.066** requires that an operator on forest land take immediate action to control and extinguish a fire on forest land. The contractor shall take this action and notify the BLM and the nearest State of Oregon District office immediately.

**OAR. 629-43-030** requires watchmen to be:

- C Physically capable and experienced in operating any firefighting equipment on site.
- C On duty for 3 hours after the shutdown of the last power-driven equipment for the day.
- C Furnished adequate facilities for transportation and communications in order to summon assistance if needed.
- C Patrolling and visually inspecting all sites where work was done during the day.

### **3. FIRE TOOLS REQUIRED DURING CLOSED FIRE SEASON**

The operator/contractor shall furnish fire tools to all personnel on site using the following combinations.

KIND OF TOOLS	NUMBER OF PERSONNEL										
	1- 4	5	6	7	8	9	10	11	12	13	14
NUMBER OF TOOLS REQUIRED											
Pulaskis	1	1	1	1	1	1	2	2	2	2	2
Shovels	2	2	2	3	3	3	3	4	4	5	5
Hazel hoes	1	2	3	3	4	5	5	5	6	6	6

In addition to the above handtools, the operator/contractor must provide a backpack pump can filled with water located with the tool box in a readily available area.

All shovels are to be size 0 or larger, long handled. All tools shall be sharp and ready for service. Fire extinguishers as follows:

- C For chainsaws - 8 oz. capacity by weight.
- C For vehicles - UL rating of at least 4 BC.



## SAMPLE TASK ORDER

To: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

From: Bureau of Land Management (952)  
 Branch of Procurement Management  
 P.O. Box 2965  
 Portland, Oregon 97208

Contract No: HAC02\_\_\_\_\_  
 Subitem Number(s): A, B, C, D  
 E, F, G

Requesting Office: Medford District  
 Task Order No: HAD02\_\_\_\_\_  
 Task Order Date: June 27, 2002

ITEM NO.	UNIT / TREATMENT	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
<b>1. Urn Aim 26-5 KEY #113543 39S-7W-26-004</b>					
A	PCT with Conifer and Hardwood spacing	26	AC	\$0.00	\$0.00
<b>2. Quarter Moon 27-5 KEY # 113189 37S-7W-27-009</b>					
B	PCT with Conifer and Hardwood spacing with Reserve Areas	63	AC	\$0.00	\$0.00
<b>3. Sucker Crk Salvage KEY # 113575 40S-7W-1-005</b>					
B	PCT with Conifer and Hardwood spacing	15	AC	\$0.00	\$0.00
<b>4. Missouri Blowdown 9 KEY # 112635 33S-9W-32-002</b>					
C	PCT with Conifer and Hardwood spacing with Reserve Areas	5	AC	\$0.00	\$0.00
<b>5. Silver Spur 22 KEY # 113815 35S-9W-21-005</b>					
C	PCT with Conifer and Hardwood spacing with Reserve Areas	14	AC	\$0.00	\$0.00
<b>6. Low Quotient 25-6A KEY # 113484 39S-06W-25-017</b>					
D	PCT with Conifer and Hardwood spacing with Reserve Areas	19	AC	\$0.00	\$0.00
<b>7. Low Quotient 25-2 KEY # 113487 39S-06W-25-020</b>					
D	PCT with Conifer and Hardwood spacing with reserve areas	30	AC	\$0.00	\$0.00
<b>8. Bear Camp Spur 3 KEY # 110997/111009/116367/116368 34S-10W-01-004</b>					
E	PCT with Conifer and Hardwood spacing with Reserve Areas	35	AC	\$0.00	\$0.00
<b>9. County Line KEY # 112910 34S-09W-05-005</b>					
E	PCT with Conifer and Hardwood spacing with Reserve Areas	12	AC	\$0.00	\$0.00

ITEM NO.	UNIT / TREATMENT	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
<b>10. Deer Creek 3 KEY # 111901 39S-06W-09-004</b>					
F	PCT with Conifer and Hardwood spacing with Reserve Areas	29	AC	\$0.00	\$0.00
<b>11. Deer Creek 4 KEY # 113450 39S-06W-09-009</b>					
F	PCT with Conifer and Hardwood spacing with Reserve Areas	14	AC	\$0.00	\$0.00
<b>12. Missouri Basin 1 KEY # 112676 33S-10W-36-001</b>					
G	PCT with Conifer and Hardwood spacing with Reserve Areas	16	AC	\$0.00	\$0.00
<b>TOTAL ACRES:</b>		<b>278</b>			
				<b>Total:</b>	<b>\$0.00</b>

PERFORMANCE TIME: 38 Calendar Days

ESTIMATED START WORK DATE: JULY 1, 2002

\*\*\*\*\*  
Accounting and Appropriation Data:  
  
OR117-6320-HD-252Z  
OR117-6320-JE-252Z  
\*\*\*\*\*

\_\_\_\_\_  
Name of Ordering Officer

\_\_\_\_\_  
Ordering Officer's Signature      Date